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If you have received this RFP electronically then you must notify the contact person listed in block 10 of the original SF 33 of the original RFP in writing or via facsimile. The Agency is not responsible for any data/text that may not be received when using an electronic form to obtain this document. If the recipient does not notify the contact person that they have obtained this document then any amendments to the document may not be received by the recipient and the recipient could risk being found unresponsive if an offer is made against this solicitation, of which any amendment would become part.

UGANDA TRADE REVITALIZATION AND DIVERSIFICATION OF EXPORTS (U-TRADE) PROGRAM

ISSUANCE DATE: January 15, 2002
CLOSING DATE: March 15, 2002
CLOSING TIME: 12:00 PM (Noon, Kampala Time)

Subject: Request for Proposal (RFP) No. 617-02-002, USAID/Uganda Uganda Trade Revitalization and Diversification of Exports (U-TRADE) Program

The United States Government, represented by the U.S. Agency for International Development (USAID), is seeking proposals from qualified organizations interested in providing the services described in the attached solicitation.

If you decide to submit a proposal, it must be submitted in accordance with the attached solicitation and received at USAID/Uganda in Kampala no later than the date and time indicated above. Offerors are advised that a minimum of 5 days should be allowed for proposals sent by courier. A minimum of 3 weeks should be allowed for proposals sent through the Washington, D.C. State Department address. All mail is received and screened at the U.S. Embassy in Kampala prior to delivery to USAID. Offerors should take this into account, as the proposal must be received at USAID/Uganda by the due date and time. Proposals may be hand-delivered to USAID/Uganda.

This procurement shall be conducted under full and open competiti on, under which any type of organization (large or small commercial [for profit] firms, educational institutions, non-profit organizations) is eligible to compete. The procedures set forth in FAR Part 15 shall apply. USAID plans to award one 5-year cost plus fixed fee (if any), completion type contract with a total estimated cost of up to $20 million, for the final design and implementation of the U-TRADE activity.

This solicitation requests proposals for a contract to design the U-TRADE activity. The design produced by the successful offeror will include the Statement of Work for the implementation phase of U-TRADE. Should USAID/Uganda accept the design and Statement of Work, the contract will be modified accordingly to incorporate implementation of U-TRADE. Specific outputs that the contractor will be expected to produce during implementation will be established during the design of the activity.

Therefore, the proposals should establish the offerors' qualifications to initially design an innovative, effective, and cost-efficient activity and subsequently implement the activity, producing meaningful outputs and results.

Cost proposals shall be evaluated as a part of a Best Value determination for contract award. The offeror is to propose costs and fee (if any) for the design according to the offeror's approach. The offeror is also to propose key personnel positions and candidates for both the design and implementation phases.

This solicitation contains a price evaluation adjustment whic h will be applied to proposals from offerors which are not U.S. small disadvantaged businesses (SDBs) and to U.S. SDB offerors that waive the adjustment (See Section I of the solicitation). It should be noted that if the offeror (Prime Contractor) is not a U.S. small business, U.S. small disadvantaged, U.S. women-owned small business concern, or U.S. HUBZone small business concern, a Small Business subcontracting plan must be submitted as a part of the proposal. Pursuant to FAR 19.702(a)(1),if an acceptable subcontracting plan cannot be negotiated, the offeror will be ineligible for award. This factor will not apply to a U.S. SDB offeror that does not waive the price evaluation adjustment described above. Information required for evaluation of this factor may go beyond, and require supplementation to, the information included in the small business subcontracting plan described in the preceding paragraph.

The NAIC Code for this solicitation is 541611 and the small business size standard for this procurement is a U.S. firm which is organized for profit and whose average annual receipts during the offeror’s preceding three years does not exceed $5 million.

This solicitation in no way obligates USAID to award a contract, nor does it commit USAID to pay any cost incurred in the preparation and submission of the proposal. Award of a contract for the design of U-TRADE will not obligate USAID to modify the contract to incorporate implementation. Should USAID, solely at its discretion, decide not to proceed with implementation upon review of the contractor’s design and Statement of Work, the contract will be deemed completed.

Award of a contract pursuant to this solicitation is contingent on the Government of Uganda and USAID signing a Strategic Objective Agreement by the anticipated award date, which is estimated to be on or about June 1, 2002.

Potential offerors may submit questions in writing to Mr. Sam Nagwere, Contracts Specialist USAID/Uganda no later than February 1, 2002. Mr. Nagwere can be reached via e-mail at snagwere@usaid.gov or via facsimile at (256-41) 258981/233417. Receipt of this RFP through the internet must be confirmed by written notification to Mr. Sam Nagwere if the offeror wishes to be notified of any amendments to the solicitation. Offerors should retain for their records copies of any and all enclosures which accompany their proposals.

Sincerely,

John F. Lord
Contracting Officer
USAID/Uganda

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE 1	OF PAGE(S) 75

2. CONTRACT NO.	3. SOLICITATION NO.	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.
	617-02-002	☐ SEALED BID (IFB) X NEGOTIATED (RFP)	January 15, 2002	

7. ISSUED BY CODE	8. ADDRESS OFFER TO *(If other than Item 7)*
Contracts Office, USAID/Uganda USAID/Department of State 2190 Kampala Place Washington, D.C. 20521-2190	Contracts Office USAID/Uganda Plot 42 Nakasero Road Kampala, Uganda

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Item 8. until 12:00 PM local (Kampala) time March 15, 2002 . CAUTION LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. *(NO COLLECT CALLS)* Intl CODE	NUMBER	EXT.	C. E-MAIL ADDRESS
	Sam Nagwere	**256 41**	**235879**	**263**	snagwere@usaid.gov

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OFFER *(Must be fully completed by offeror)*

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within ____ calendar days *(60 calendar days unless a different period is inserted by the offeror)* from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause No. 52.232-8)*	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
	%	%	%	%

14. ACKNOWLEDGMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:*	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

15B. TELEPHONE NUMBER AREA CODE	NUMBER	EXT.	☐ 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE – ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE

AWARD *(To be completed by Government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
☐ 10 U.S.C. 2304(c) ( ) ☐ 41 U.S.C. 253(c) ( )		

24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE

26. NAME OF Contracting Officer (Type or print)	27. UNITED STATES OF AMERICA	28. AWARD DATE
John F. Lord	*(Signature of Contracting Officer)*	

IMPORTANT: Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/CO STS

B.1 PURPOSE

The purpose of this contract is to procure services to design and implement the Uganda Trade Revitalization and Diversification of Exports (U-TRADE) activity, which aims at developing Uganda's competitiveness in international trade and investment by enhancing and diversifying its exports. U-TRADE is a key component of Strategic Objective 7,Expanded Sustainable Economic Opportunities for Rural Sector Growth, one of three Strategic Objectives in the USAID/Uganda Integrated Strategic Plan for the years 2002-2007.

The services will be provided in two phases: Design and Implementation. This contract is for the design phase only. Subject to USAID acceptance of the Design and related Statement of Work, the Contractor will implement the activity through this contract, as modified to incorporate the Statement of Work produced in the design phase.

B.2 CONTRACT TYPE

This is a Cost-Plus-Fixed-Fee (CPFF) completion type contract. For the consideration set forth below, the Contractor shall provide the deliverables or outputs described in Section C and F in accordance with the performance standards specified in Section E.

B.3 TOTAL ESTIMATED COST, FIXED FEES, AND OBLIGATED AMOUNT

(a) The estimated cost for the performance of the work required hereunder, exclusive of fixed fee, if any, is $TBD. The fixed fee, if any, is $TBD. The estimated cost plus fixed fee, if any, is $TBD.

(b) Within the estimated cost plus fixed fee (if any) specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is $TBD. The Contractor shall not exceed the aforesaid obligated amount.

(c) Funds obligated hereunder are anticipated to be sufficient through TBD.

B.4 PRICE SCHEDULE

LINE ITEMS

CLIN 001	Design - U-TRADE	
001 (a)	Labor	$________
001 (b)	Other Direct Costs	$________
001 (c)	Materials/Equipment	$________
001 (d)	Indirect Costs	$________
001 (e)	Fixed Fee	$________
	TEC	$________

B.5 INDIRECT COSTS (DEC 1997)

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs shall be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases:

Description	Rate	Base	Type	Period
	[To Be Determined]			

B.6 COST REIMBURSABLE

The U.S. dollar costs allowable shall be limited to reasonable, allocable and necessary costs determined in accordance with FAR 52.216-7, Allowable Cost and Payment, FAR 52.216-8, Fixed Fee, if applicable, and AIDAR 752.7003, Documentation for Payment.

ACRONYMS

ACDI/VOCA	Agricultural Cooperative Development International/ Volunteers in Overseas Cooperative Assistance
AGOA	Africa Growth and Opportunities Act
APEP	Agriculture Productivity Enhancement Program
CBO	Community-Based Organization
COMPETE	Competitive Private Enterprise and Trade Expansion
COMESA	Community of East and Southern Africa
CRS	Catholic Relief Services
DANIDA	Danish International Development Agency
DCA	Development Credit Authority
DFID	Department for International Development (UK)
EAC	East African Community
EU	European Union
FDI	Foreign Direct Investment
GDA	Global Development Alliance
GDP	Gross Domestic Product
GOU	Government of Uganda
ICT	Information and Communication Technologies
IDEA	Investment in Developing Export Agriculture
IFPRI	International Food Policy Research Institute
IR	Intermediate Result
ISP	Integrated Strategic Plan
MAAIF	Ministry of Agriculture, Animal Industry and Fisheries
MFPED	Ministry of Finance, Planning and Economic Development
MSMEs	Micro, Small and Medium Enterprises
MTCS	Medium-Term Competitive Strategy for the Private Sector
MTTI	Ministry of Tourism, Trade and Industry
NAADS	National Agriculture Advisory Services
NARO	National Agricultural Research Organization
NGO	Non-Governmental Organization
NRBEs	Natural Resource Based Enterprises
NRM	Natural Resources Management
NTAEs	Non-Traditional Agricultural Exports
PEAP	Poverty Eradication Action Plan
PMP	Performance Monitoring Plan
PSF	Private Sector Foundation
PRIME	Productive Resource Investments for Managing the Environment
REDSO/EA	Regional Economic Development Services Office for East Africa
RFP	Request for Proposals
SCRIP	Strategic Criteria for Rural Investments in Productivity
SO	Strategic Objective
SPEED	Support for Private Enterprise Expansion and Development
UEPB	Uganda Export Promotion Board
UIA	Uganda Investment Authority
UTB	Uganda Board of Trade
UTPCBP	Uganda Trade Policy Capacity Building Program
U-TRADE	Uganda Trade Revitalization and Diversification of Exports
WTO	World Trade Organization

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

UGANDA TRADE REVITALIZATION AND DIVERSIFICATION OF EXPORTS (U-TRADE)

C.1 SUMMARY PROGRAM DESCRIPTION

It is important to note that U-TRADE is not an entirely new initiative. Considerable attention and effort have already been devoted by the GOU, USAID and other donors, as well as the Ugandan private sector to the priority of making Uganda more competitive in international trade by 1) expanding traditional exports through greater competitiveness and efficiency, 2) identifying new, non-traditional exports and 3) establishing an effective national export strategy linked to a trade and investment policy framework. Export growth is seen as a *sine qua non* to the GOU's top priority of sustaining economic growth at or around 7% per annum, as compared to an average growth rate of 5.4% over the past five years. The GOU has determined that a sustained growth rate on the order of 7% is needed to achieve the government's prime goal of a substantial reduction in the national poverty level.

U-TRADE addresses all three of these issues in an integrated manner in order to stimulate greater economic growth through increased exports by working with both the public and the private sector. U-TRADE builds on the innovative work and successful results achieved by the IDEA, COMPETE and UTPCB programs. In addition, U-TRADE incorporates product development with commercial finance and small business development linked to the SPEED activity. The primary objective of U-TRADE is to competitively expand and diversify Uganda's export base and penetrate new regional and international markets through a series of integrated interventions. U-TRADE serves the higher goal of expanding economic opportunities for large numbers of Ugandans, both rural producers and urban exporters alike. Results will be achieved by a combination of policy-based initiatives that impact the firm/industry level and will collectively lead to a very substantial increase in both the volume and value of Uganda's exports in the next five years. Qualitative as well as quantitative measures of export growth and increased efficiency must be developed during the early stages of program implementation, since external factors such as low world coffee prices can offset or at least mask improvements in producing and processing procedures. The experience of the IDEA program as well as other international experience can provide a useful guide in developing such measures.

C.2. BACKGROUND AND CONTEXT OF THE U-TRADE PROGRAM

A. The Economic Setting in Uganda

Economic growth in Uganda has averaged about 6.6% over the nine years from 1992/93 through 2000/01. While this is a commendable achievement, it basically represents reconstruction of the basic economy that was destroyed during the years of Idi Amin's rule and its aftermath. The rate of economic growth has only averaged 5.4% over the past five years, indicating a slowdown in economic growth and for fiscal year 2000/01, it is projected to be only 5.0%. On a per capita basis, moreover, a 5.4% GDP growth rate actually translates into a growth rate well below 3%, since population growth is still close to 3% per year.

It will clearly be very difficult to reach and sustain the GOU's target of growth rate of 7%, the level deemed as needed to meet poverty reduction goals in the PEAP, especially in the current world economic and security environment. In order to regain Uganda's previous growth momentum, it is evident that more private savings and private investment will be required. Unfortunately, private savings have been falling since the mid-1990s and are not projected to increase in the near future without a major and sustained export drive to augment incomes.

Private investment – recently at 13-14% of GDP, but falling to below 10% in 2000/01 – is well below the rates needed to achieve 7% GDP growth, and the latest decline, due mainly to the terms of trade shock and tight monetary policy does not auger well for the near term. By contrast, the Asian newly industrialized countries (NICs) were able to grow as fast as they did because they maintained private investment rates of 20% of GDP or more for several decades.

The trend in Uganda's current account - the amount of money Uganda receives from the outside world for exports, tourism and other private transfers, versus the amount of money it spends on imports and interest payments, is also a concern. The current account deficit - excluding donor transfers to the GOU - declined from 1992/93 to 1996/97. Since then, it has steadily increased, and we expect it to approach 17% of GDP in the new fiscal year. Most recent data available from the World Development Report place Uganda among the worst countries in terms of current account deficit as a percentage of GDP. Uganda's peers in this respect are Sierra Leone, Nigeria, and Mozambique. Significant changes in either direction in the exchange rate of the Ugandan shilling would impact the current account deficit positively or negatively, but the rate has held quite steady in the past year.

Other than increasing exports to enhance the trade balance, the current account in the national balance of payments can be substantially improved by receipts from tourism and private transfers, which have the same effect as exports in terms of earning foreign exchange. Remittances by Ugandans working abroad contribute favorably to the current account balance, and there is a promising potential for the growth of tourism in Uganda, assuming appropriate improvements in infrastructure and security. Given Uganda's wildlife and natural beauty in the form of lakes and mountains, investments in wildlife preserves and conservation, as well as infrastructure to support ecotourism could provide an important source of foreign exchange to supplement export earnings and thus contribute to economic growth and to poverty reduction in rural areas.

These initiatives would not place the entire current account burden on export growth alone. A troubling aspect or the trade deficit is that exports of goods, the vast majority being agricultural exports, have performed relatively poorly in recent years. After growing strongly for four years in the early '90s, commodity exports have declined sharply since, down by nearly half in 2000 since peaking in 1996/97 during the tail end of the coffee boom. Including fish, over 80% of Uganda's exports are unprocessed agricultural commodities, and most are based on goods that rely exclusively on natural resource endowments.

U-TRADE will address priority trade and investment policy and enabling environment constraints linked to key export sectors where greater competitive advantage can be achieved. U-TRADE will build upon competitiveness practices demonstrated by the experience of USAID/Uganda's current COMPETE and IDEA programs, focusing on productivity enhancements in the selected export sectors. Interventions will require the ability to analyze and demonstrate to GOU leadership and to private sector, how and where competitive advantage can be achieved in relation to land-use options, population densities, vulnerable groups, infrastructure constraints and access to markets. Building greater competitiveness and efficiencies to increase productivity and private sector expansion will require policy and institutional changes, as well as specific attention to organize and develop an adaptable and more competitive business culture. Improved policy measures will address a range of issues, including the need for new legislation, regulations and standards; better public/private cooperation; and safeguards to enhance the climate for foreign direct investment, including increased confidence in the rule of law, better contract enforcement and protection of intellectual property rights. Another constraint to the business climate is institutionalized corruption and lack of transparency, problems that both the GOU and the private sector recognize must be addressed.

B. **Relationship to Government of Uganda Goals and Trade Policy**

The Government of Uganda’s Poverty Eradication Action Plan (PEAP) provided the higher level, long-term goal and policy framework for the 2002-2007 ISP. As such, all USAID core programs need to reflect the broad objectives laid out in the PEAP by designing interventions that will address and strengthen GOU objectives. The GOU has expanded upon the PEAP by laying out a blueprint for economic growth, which emphasizes developing export competitiveness. This is articulated in the *Medium-Term Competitive Strategy for the Private Sector* (MTCS), the establishment of the Special Task Force on Export Competitiveness, initiated by the President of the Republic of Uganda, and the *Economic Growth and Transformation Strategy*, a joint document prepared by the GOU, development partners, and the private sector for the most recent Consultative Group meetings. These documents and the collaborative national policy discourse already underway with donors, particularly with USAID, represent an evolving attempt to underscore and focus attention on the importance of export-led growth as a means to reduce poverty.

Recent positive examples of the GOU’s commitment to building a competitive economy are evident and it is clear that the GOU continues to rely on USAID assistance in this area. Our efforts, particularly with IDEA, Trade Policy, COMPETE and SPEED have gained high-level attention of both the government and private sector. In response, GOU is anxious to take appropriate actions to improve the efficiency of government services that will enhance private sector competitiveness. For example, the President has recently requested USAID to assist with the merger of the Uganda Investment Authority (UIA), currently housed under Ministry of Finance, Planning and Economic Development (MFPED), with the Uganda Export Promotion Board (UEPB) and Uganda Tourism Board (UTB), both under the Ministry of Tourism, Trade and Industry (MTTI). This is an important milestone that will help focus national attention on a “trade and investment” strategy. Likewise, successes in export expansion of non-traditional agricultural exports promoted by the IDEA, as well as initial efforts with coffee, cotton, and fish by COMPETE were highlighted as priority efforts by the President at the recent Consultative Group meetings in Kampala. The national task force on export development was initiated through the COMPETE activity and represents a focused effort by GOU to develop a public/private sector partnership, combined with actions to improve export competitiveness. The SPEED activity, while only in its first year, has already developed strong financial linkages with commercial banks and key export sectors. Also, the trade policy activity has helped to focus GOU attention on key trade policy issues in both regional and international markets.

With an economy that is beginning to show signs of slowing, U-TRADE is critically important in assisting Uganda to build a broad-based coalition of private and public partnerships and further Uganda’s objectives to expand the economy and achieve high economic growth rates. U-TRADE provides a focused effort, combining specific interventions at the producer, association and industry levels with policy interventions to assist the private sector in becoming competitive. U-TRADE is a key ingredient in this effort aimed at assisting Ugandan producers to become competitive players in the global market place.

C.3. PROBLEM STATEMENT

The Government of Uganda's top overall priority which has profound political, economic and social implications is reflected in its Poverty Eradication Action Plan (PEAP), which seeks to reduce poverty in Uganda to a level of 10% by 2017. Projections and analysis indicate that the only way to accomplish this goal is to sustain an average growth rate of 7% over the next several years. However, because the domestic market is relatively small, economic growth in Uganda will necessarily depend heavily on expansion and diversification of exports over the medium term, which corresponds to the 2002-2007 period of the USAID/Uganda Integrated Strategic Plan.

Complicating this ambitious plan is the fact that Uganda's export performance has been relatively disappointing over the past five years, as compared to its strong gains in the preceding five years. Total exports in 2000 were $380 million, reduced by almost half from their peak of $743 million in 1996, as a result of several factors ranging from low world prices for coffee (Uganda's principal export) to the nation's lack of competitiveness stemming from a general decline of quality. Yet the GOU is determined to stimulate exports as the engine to drive Uganda's economic growth strategy. Accordingly, Uganda needs to focus on increasing commodity exports, promoting tourism and service sector technologies such as ICT, and mitigating low productivity within the agricultural sector, while also increasing competitiveness across all exporting sectors. Uganda's key to faster growth is more private investment, which will only result if productive sectors become competitive.

To help reverse the recent decline, U-TRADE focuses on enhancing the quality and competitiveness of both new and traditional exportable commodities and value-added products produced in rural areas with linkages to urban, regional and international markets. Assistance is also provided to the GOU to develop and implement policy changes and legislation aimed at improving the enabling environment and enhancing the trade investment climate and the efficiency of private sector transactions.

C.4 U-TRADE EXPECTED RESULTS

The expected program results will be linked to the SO7 results section of the ISP, with special emphasis on IRs 7.3 and 7.4, the most relevant portions of which are highlighted below. See chapter 3 of the ISP for the full text of the Results Framework and identification of Intermediate Results for SO7 and the Performance Monitoring Plan (PMP) in Chapter 6 of the ISP. While IR 7.3 is most directly relevant to U-TRADE, followed by 7.4, program actions will also contribute to other SO7 IRs, for example, IR 7.2.2 and IR 7.4.2. There is less direct U-TRADE involvement with IR 7.1, related to food security, which is the primary focus of the five Title II partners (Technoserve, ACDI/VOCA, Africare, CRS and World Vision). However, linkages to the Title II partners should be established wherever export opportunities arise. Overall, it is important that activities undertaken in the U-TRADE program be geared to key SO7 results.

IR 7.1 Increased Food Security for Vulnerable Populations in Selected Regions

IR 7.1.1 Increased Access to Food Production Technologies and Markets

IR 7.1.2 Improved Food Aid Support to People Living with HIV AIDS and the AIDS-affected in Selected Regions

IR 7.2 Increased Productivity of Agricultural Commodity and Natural Resource Systems in Selected Regions

IR 7.2.1 Improved Utilization of Selected Critical Landscapes

IR 7.2.2 ***Increased Market Access and Efficiency***

IR 7.2.3 Increased Provision of Private and Public Sector Support Services

IR 7.3 Increased Competitiveness of Enterprises in Selected Sectors

IR 7.3.1 Increased capacity of local producer and community-based organizations to manage and market productive assets

IR 7.3.2 ***Increased business capacity in selected export sectors***

IR 7.3.3 ***Increased use of financial services by rural producers; micro, small, and medium business; and microfinance institutions.***

IR7.4 Improved Enabling Environment for Broad-based Growth

IR 7.4.1 Increased Capacity of Commercial Justice Institutions to Service Private Sector Transactions.

IR 7.4.2 ***Increased Capacity of Ugandans to participate in the Benefits of Trade Agreements and Impacts of Globalization***

IR 7.4.3 Effective Advocacy for Environmental and Natural Resource Policies

SO-Level Indicators for SO7[1]

Achieving specific intermediate results (IRs) must lead to higher-level outcomes at the SO level. Results at the SO level are expected to contribute significantly to progress in the following indicators, which are presented in the ISP with 2001 baseline numbers and 2007 targets. These are targets to be reached through the combined efforts of all SO7 activities, not just U-TRADE. The Contractor will need to develop a rationale for identifying and achieving a specific contribution to SO outcomes that can be verified through annual measurement of specific indicators.

[1] IR-level indicators for SO7 as presented in the ISP are listed for reference in Attachment C. Since many of these are geared to other SO7 programs, identifying new indicators for U-TRADE, as well as quantified targets and dates will be among the tasks for the contractor design team.

Indicator		2001 Baseline	2007 Target
• **Household income in selected regions:** a calculation of the aggregate income from on- and off-farm enterprises and nature-based enterprises.		$1,125	$1,520
• **Number of off-farm enterprises:** the number of new firms/enterprises created as a result of USAID interventions in selected sectors and regions.	Micro:	160,000	375,000
	SMEs:	N/A	2,500
• **Employment generation in on- and off-farm enterprises:** new jobs created as a result of USAID interventions	Micro:	320,000	750,000
	SMEs	N/A	25,000

In addition to the central focus on SO7, there are also potential links to certain IRs in SO8 (Human Capacity) perhaps those related to issues of health and educational deficiencies in the workplace, and to SO9 (Governance), such as those regarding enabling legislation and other parliamentary actions, financial resources released to local governments and their compliance with legislative requirements, dispute resolution and policy environment. To the extent that proposed U-TRADE activities may have some direct or secondary impact on the IRs in these areas as set forth in the ISP, these effects should be described in the Design under Expected Results.

C.5. OBJECTIVE OF THIS CONTRACT

USAID/Uganda will rely on this contract for design and implementation of the U-TRADE program. In the first phase, which is expected to take three months, the contractor shall design the specific activities and interventions that will constitute the U-TRADE program and produce the Statement of Work for its implementation. Subject to USAID acceptance of the Design and Statement of Work, the contractor will implement U-TRADE under this contract, as modified.

C.6. STATEMENT OF WORK

C.6.1 General Requirements

The Contractor shall design an integrated program of activities and interventions that addresses the Problem Statement (C.3) and will contribute to achievement of the Results in C.4. The Contractor shall, in designing the U-TRADE program, address the key constraints and action areas (C.6.1.A), which are at the core of the U-TRADE program. Illustrative action areas are set forth below in a loose order of priority and time sequencing, divided into: A) Core Program Elements, and B) Implementation Options.

A. Core Program Elements (Illustrative):

♦ Developing with the GOU and private sector (working especially with MTTI, UIA, PSF and export associations) a strong trade and investment policy strategy that will attract and leverage both foreign direct investment (FDI) and encourage local private investment in productive enterprises, including infrastructure and services to promote exports and increase foreign exchange earnings. The private sector must be motivated by favorable long-term prospects to make such investments, as they cannot be left to the GOU and donors alone.

- Developing with the GOU-MTTI and private sector organizations (UIA, PSF and export associations) a specific export strategy, identifying and building competitiveness in key priority export sectors where industry-wide impacts can be achieved. Building on the IDEA and COMPETE programs and the MTCS, identify and assess required public sector infrastructure investments, trade policy, and other enabling conditions needed to enhance competitiveness, including power and transport facilities.

- Developing with the GOU-MTTI and private sector (UIA, PSF and others) new non-agricultural export sectors such as off-shore processing, ICT and other investments to help meet the need for massive job creation opportunities for a rapidly growing population; identifying and developing new ICT innovations to improve communication between producers and markets and to promote Ugandan products.

- Expanding with the private sector the potential for new export commodities in the NTAE sector, including high-value and value-added product lines through agro-processing. This will involve a close link and sequencing of activities with the IDEA program, which has successfully been developing NTAE products since 1995 and will gradually scale down its operation to its closing date in mid-2004. U-TRADE will gradually take over the function of identifying and marketing NTAE products during IDEA’s final year and a half.

- Capitalizing on investment opportunities arising from AGOA into which Uganda has just been accepted, as well as trade development and market access within the framework of EU (Cotonou), EAC, COMESA, WTO and other relevant trade agreements. Under the AGOA legislation passed by Congress in 2000, U.S. import duties are reduced to zero for eligible African countries, as well as the introduction of quota-free trade preferences in the areas of textiles, garments, footwear and crafts. These measures are aimed at dramatically increasing trade between the U.S. and Africa.

- Building on the work of the Trade Policy activity (UTPCBP), and other donor trade initiatives, in particular the EU’s forthcoming assistance to the GOU in trade policy strategy, develop an agenda with the GOU for facilitating an improved regulatory framework and legal environment that promotes and facilitates export growth. Coordination with other donor initiatives will be essential in order to avoid duplication of effort.

- Coordinating with IFPRI, APEP and PRIME, develop market linkages to geographic areas in Uganda based on where selected export commodities have a competitive advantage in terms of urban/rural infrastructure, production factors (climate, soil, labor availability, transport, etc.), as well product quality and price.

- Working through linkages to the SPEED program, describe how access by producers and exporters to credit and financing can be enhanced to build sector-wide and industry level impact.

- Identifying and developing export opportunities in the service sector (including tourism), especially those with a high technological content, such as ICT; describe interventions proposed in the communication and technology field which would support, modernize and increase the efficiency of export products.

B. Implementation Options (Illustrative):

- Establishing a flexible grants and sub-contract component for working with local private sector and NGO partner organizations, selected commodity associations, consulting firms, etc. Assess recent experience in Uganda with grantee partners and develop criteria for how the offerer proposes to work with local partners (if justified, this component could represent up to 20% of the program budget).

- Establishing working relationships with a national GOU export Steering Committee and with key GOU ministries, especially MTTI, MAAIF, Min. of Finance and Uganda National Bureau of Standards (UNBS), as well as private Ugandan institutions, including the Uganda Investment Authority (UIA), the Private Sector Foundation (PSF) and relevant business/commodity associations, to leverage and coordinate both private sector and parastatal support for export-oriented initiatives undertaken by U-TRADE.

- Establishing operational linkages to the other SO 7 programs, such as addressing analytical framework with IFPRI, export products that can be supported through increased agricultural productivity by the APEP, and new export growth and tourism opportunities that can be supported by PRIME. Operational linkages will be required with IDEA and other transition activities, particularly high-value non-traditional agricultural exports (see descriptions of the SO7 transition and new core programs in Attachments A&B).

- Participating regularly in working groups c omprising chiefs of party and relevant technical personnel of the three core programs (U-TRADE, APEP and PRIME, along with IFRPI) and of other “transition” programs, especially SPEED and IDEA, which will formally meet monthly or bi-monthly with SO7 representation to coordinate activities and discuss issues.

In developing the Design, the Contractor shall refine, further examine and expand the above items, as well as other opportunities identified by the Contractor. The U-TRADE program will have a strategic conceptual framework, a clearly articulated rationale, logical sequencing, and linkages with other USAID programs, as well as those of the GOU and other donors.

C.6.2 Outputs and Deliverables/Specific Requirements

The Design will be accomplished in two collaborative steps. In Step I, the Contractor shall present preliminary findings, proposed approach and tentative interventions in key action areas. This document will be delivered to USAID/Uganda for review, comment and guidance. The specific criteria for evaluating the outputs and deliverables and providing feedback are at E.3.

Step I -- reconnaissance, contacts and initial design formulation

1. The Contractor shall submit a detailed workplan and schedule for the field preparation of the design at the end of the first week, to include proposed allocation of time by week, in-country travel plans, a listing and tentative schedule of local contacts and target dates for completion of drafts of the design document.

2. The Contractor shall arrange and conduct meetings and workshops with relevant GOU officials, other donors and local private sector entities and representatives of ongoing SO 7 activities. These consultations will be essential for formulating the U-TRADE program elements, ground-truthing feasibility of proposed approach, and for following up with key Ugandan stakeholders during Step II of the Design. Consultations will be documented with an annotated list of persons and organizations contacted.

3. The Contractor shall organize a formal oral presentation with brief written summaries, charts and other visual aids to key USAID/Uganda staff at the Design's midpoint. The Contractor will identify and describe the main action areas and elements of the proposed program, its approach, how action elements will address problem areas and how proposed interventions will address specific SO7 IRs. From this presentation, the Mission must be able to judge (using the criteria at E.3) whether the initial design approach is on target and to propose any corrections or additions needed in Step II.

4. The Contractor shall identify major issues, if any, that may impede or constrain work in Step II.

5. The Contractor shall proceed to Step II of the Design only with USAID's concurrence.

Step II – full design development, relating planned actions to results

6. The Contractor shall identify specific, key results linked to the SO7 Results Framework in the Mission ISP at the Strategic Objective level and at the IR and Sub IR level. Establish quantifiable measures (indicators) and estimated targets of achievements based on, but not limited to, the illustrative indicators identified in the PMP section of the ISP. Targets and achievements at the SO level and the IR level, particularly 7.2, 7.3 and 7.4 from the ISP and other possible IRs in SO 8 and SO9 will be identified. For reference, see Attachment 9. Since some of the SO7 illustrative indicators apply more directly to other SO7 programs, such as SPEED and prospectively to APEP or PRIME, there is a recognized need for U-TRADE to elaborate on the key results that are key to success, and

to establish additional indicators which will assist in measuring the impact of the interventions and activities in U-TRADE. Accordingly, the development of such indicators with quantification and target dates will be a task for the U-TRADE contract design team to propose and present at the midpoint Phase one review with the Mission in order to finalize them during Phase two.

7. The Contractor shall identify and justify specific studies, surveys, analyses and baseline data collection that will need to be done to support the U-TRADE Results Framework and that must be completed during the first few months of implementation.

8. By the end of the Design, the Contractor shall present to the Mission for its review and approval a complete program design document for U-TRADE, including but not limited to: a) the Results Framework and PMP, b) detailed implementation approach and methodology, c) description of program components/elements to achieve stated results (IRs), d) description of areas of integration and complementarity with the other two new core SO7 programs, as well as with key other transition activities, such as IDEA and SPEED, e) description of relationships with key Ugandan Ministries private sector organizations, and how these stakeholders will be involved in the program.

9. The Contractor's submission shall include its proposed modification of the Statement of Work (C.6) and Cost Schedule (B.4) for implementation of the U-TRADE Design. The Contractor shall produce a results-oriented, performance-based Statement of Work appropriate for a completion type contract. The Contractor shall propose costs and fee (if any) in accordance with instructions in L.9, as well as a cost schedule by program elements as specified in the Implementation Statement of Work.

SECTION D - PACKAGING AND MARKING

D.1 AIDAR 752.7009 MARKING (JAN 1993)

(a) It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semi-finished products which are not packaged.

(b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.

(c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.

(d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the Contractor.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR 1984

E.2 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at:

USAID/Uganda
Plot 42 Nakasero Road
Kampala, Uganda

or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The CTO listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

E.3 CRITERIA FOR ACCEPTANCE

Step I.

1. Clear demonstration that design team has collectively applied serious technical and management expertise to analyze the issues in support of proposed priority action areas and focus during implementation.

2. Clear demonstration that design team has consulted extensively with key Ugandan public and private sector stakeholders, SO7 partners and other donors and fully understands the development problem related to expanding and diversifying exports in Uganda.

3. Clear demonstration that design team has conceptualized an approach to implementation that takes into account integration and complementary relationships with other SO7 and other Mission partners, other relevant donor programs and GOU priorities.

4. Clear demonstration that design team has conceptualized a comprehensive results framework that describes the logical relationship between proposed priority action areas, approach and results to be achieved, consistent with the SO7 ISP and PMP.

5. Clear demonstration that design team has taken into account and applied the best international experience and global context within which U-TRADE must be operationalized in order to compete effectively in the global export market.

Step II:

1. Clear demonstration that the design team has conceptualized and articulated a logical Results Framework for U-TRADE that is defensible and realistic. Clear demonstration that the Results Framework links to the ISP SO7 Results Framework, PMP and any related SO8 and SO9 Intermediate Results. Clear rationale and justification for proposed results targets, indicators (including and new proposed indicators) and how they will be measured.

2. Clear demonstration that the final design represents full buy-in by key Ugandan stakeholders and that no significant issues are left unresolved.

3. Clear demonstration and articulation that the approach to implementation (how results will be achieved), including the proposed interventions, is realistic and feasible. The approach should cover level of effort, personnel, partner relationships with local and international organizations, linkages to potential investors, and institutional relationships with government and private sector. Clear demonstration that approach addresses priority areas of interventions; they are feasible based on analyses and will lead to results identified in the PMP.

4. Clear demonstration that the approach to implementation will lead to broad, sector-wide impacts, improved competitiveness of Ugandan businesses, and significant expansion and diversification of exports.

5. Clear articulation of cost proposal, demonstration of cost effectiveness, appropriate personnel, use of sub-contracting, use of grants, application of technical assistance and training, and/or other mechanisms that will be used to achieve results and outcomes.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

http://www.arnet.gov/far

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.242-15	STOP-WORK ORDER ALTERNATE I (APR 1984)	AUG 1989

F.2 PERIOD OF PERFORMANCE

The period of performance for this contract is the date of the Contracting Officer's signature through September 30, 2002.

F.3 PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance in accordance with the performance standards set forth in Section E.3 will be conducted jointly by the CTO and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract.

F.4 REPORTS AND DELIVERABLES OR OUTPUTS

In addition to the requirements set forth for submission of reports in Sections I and J and in the AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor shall submit the following deliverables or outputs to the CTO specified in Section G:

F.5 PROGRESS REPORTING REQUIREMENTS

752.242-70 PERIODIC PROGRESS REPORTS (JUL 1998)

(a) The contractor shall prepare and submit progress reports as specified in the Schedule of this contract. These reports are separate from the interim and final performance evaluation reports prepared by USAID in accordance with (48 CFR) FAR 42.15 and internal Agency procedures, but they may be used by USAID personnel or their authorized representatives when evaluating the contractor's performance.

(b) During any delay in furnishing a progress report required under this contract, the contracting officer may withhold from payment an amount not to exceed US $25,000 (or local currency equivalent) or 5 percent of the amount of this contract, whichever is less, until such time as the contracting officer determines that the delay no longer has a detrimental effect on the Government's ability to monitor the contractor's progress.

F.6 KEY PERSONNEL

A. The key personnel which the Contractor shall furnish for the performance of this contract are as follows:

Name	Title

B. The personnel specified above are considered to be essential to the work being performed hereunder. Prior to replacing any of the specified individuals, the Contractor shall immediately notify both the Contracting Officer and USAID Cognizant Technical Officer reasonably in advance and shall submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of personnel shall be made by the Contractor without the written consent of the Contracting Officer.

F.7 SUBMISSION OF DEVELOPMENT EXPERIENCE DOCUMENTATION TO PPC/CDIE/DI

USAID contractors must submit one electronic and/or one hard copy of development experience documentation (electronic copies are preferred) to the Development Experience Clearinghouse at the following address.

Development Experience Clearinghouse
1611 N. Kent Street, Suite 200
Arlington, VA 22209-2111

Telephone Number 703-351-4006, ext. 100
Fax Number 703-351-4039
E-mail: docsubmit@dec.cdie.org
http://www.dec.org

SECTION G - CONTRACT ADMINISTRATION DATA

752.7003 DOCUMENTATION FOR PAYMENT NOV 1998

G.1 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is:

International Mailing:	US Based Mailing:
Contracts Office	Contracts Office
USAID/Uganda	DOS/USAID
Plot 42 Nakasero Road	2190 Kampala Place
P.O. Box 7856	Washington, DC 20521-2190
Kampala, Uganda	

G.2 COGNIZANT TECHNICAL OFFICER (CTO)

The Cognizant Technical Officer is Ms. Diana Atungire or her designee at:

Strategic Objective 7 (SO7)
USAID/Uganda
Plot 42 Nakasero Road
P.O. Box 7856
Kampala, Uganda

E-mail: datungire@usaid.gov

Telephone: 256-41-235879
Fax: 256-41-258981/233417

G.3 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

(a) Technical Directions is defined to include:

(1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;

(2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;

(3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.

(b) The CTO is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

(1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.

(2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.

(3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Cognizant Technical Officer" with a copy furnished to the Contracting Officer.

(4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.

(5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.

(6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

LIMITATIONS: The CTO is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The CTO may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, schedules shall be made only by the Contracting Officer.

(c) The CTO is required to meet quarterly/semi-annually/annually with the Contractor and the Contracting Officer concerning performance of items delivered under this contract and any other administration or technical issues. Telephonic reports may be made if no problems are being experienced. Problem areas should be brought to the immediate attention of the Contracting Officer.

(d) In the absence of the designated CTO, the CTO may designate someone to serve as CTO in their place. However, such action to direct an individual to act in the CTO's stead shall immediately be communicated to the Contractor and the Contracting Officer.

(e) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the CTO shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

(f) Failure by the Contractor to report to the Administrative Contracting Office, any action by the Government considered to a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

G.4 PAYING OFFICE

The paying office for this contract is:

Financial Management Office (FMO)
USAID/Uganda
Plot 42 Nakasero Road
P.O. Box 7856
Kampala, Uganda

G.5 ACCOUNTING AND APPROPRIATION DATA

[To Be Determined]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
	AIDAR 48 CFR Chapter 7	
752.7027	PERSONNEL	DEC 1990

H.2 AIDAR 752.225-70 SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS (FEB 1997)

(a) Except as may be specifically approved by the Contracting Officer, all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) which will be financed under this contract with U.S. dollars shall be procured in accordance with the requirements in 22 CFR part 228, "Rules on Source, Origin and Nationality for Commodities and Services Financed by USAID." The authorized source for procurement is Geographic Code 000 unless otherwise specified in the schedule of this contract. Guidance on eligibility of specific goods or services may be obtained from the Contracting Officer.

(b) Ineligible goods and services. The Contractor shall not procure any of the following goods or services under this contract:

(1) Military equipment,

(2) Surveillance equipment,

(3) Commodities and services for support of police and other law enforcement activities,

(4) Abortion equipment and services,

(5) Luxury goods and gambling equipment, or

(6) Weather modification equipment.

(c) Restricted goods. The Contractor shall not procure any of the following goods or services without the prior written approval of the Contracting Officer:

(1) Agricultural commodities,

(2) Motor vehicles,

(3) Pharmaceuticals and contraceptive items,

(4) Pesticides,

(5) Fertilizer,

(6) Used equipment, or

(7) U.S. government-owned excess property.

If USAID determines that the Contractor has procured any of these specific restricted goods under this contract without the prior written authorization of the Contracting Officer, and has received payment for such purposes, the Contracting Officer may require the Contractor to refund the entire amount of the purchase.

H.3 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS AND AIDAR 752.7027 PERSONNEL

In accordance with the above clauses, the Contracting Officer hereby provides prior written approval for international travel, provided that concurrence with the assignment of individuals outside the United States is obtained by the Contractor, in writing, from the CTO prior to their assignment abroad, which must be within the terms of this contract, is subject to availability of funds, and should not be construed as authorization either to increase the estimated cost or to exceed the obligated amount (see Section B). The Contractor shall retain for audit purposes a copy of each travel concurrence.

H.4 INSURANCE AND SERVICES

(a) Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act); USAID's DBA insurance carrier is:

Rutherfoord International, Inc.
5500 Cherokee Avenue, Suite 300
Alexandria, VA 22312

Points of Contact:
Sara Payne or Diane Ford
(703) 354-1616

Hours of Operation are: 8 a.m. to 5 p.m. (EST)
Telefax: 703) 354-0370
E-Mail: www.rutherfoord.com

(b) Pursuant to AIDAR 752.228-70 Medical Evacuation (MEDEVAC) Services, USAID's Medevac service provider is:

Medex Assistance Corporation
P.O. Box 5375
Timonium, MD 21094-5375
Telephone: (410) 453-6300 in Maryland;
or (800) 537-2029 (toll-free)
Telefax: (410) 453-6301

Applicants should request coverage in accordance with USAID Contract No. HNE-Q-00-98-00106-00.

Medevac services costs are allowable as a direct cost.

H.5 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is 000 and 935.

H.6 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES

The Contractor is hereby authorized to purchase equipment and/or resources as specified in the approved budget:

H.7 LOGISTIC SUPPORT

The Contractor shall be responsible for furnishing all logistic support in the United States and overseas.

H.8 LANGUAGE REQUIREMENTS

Contractor personnel shall have English language skills at a level of proficiency adequate to perform technical services.

H.9 PERSONNEL COMPENSATION

H.9.1 Definitions

H.9.1.(a) As used in this Section H.9., the terms "Salaries," "Wages," "Consultant Fees," and "Compensation" mean the periodic remuneration received by personnel for professional or technical services rendered, exclusive of fringe benefits, travel incentives, housing allowances, differentials, or other bonuses as defined in the clause of this contract entitled "Differentials and Allowances" (AIDAR 752.7028), unless otherwise stated. The terms "Compensation," "Salaries," "Wages," and "Consultant Fees" include payments for personal services (including fees and honoraria). It excludes earnings from sources other than the individual's professional or technical work, overhead, or other charges (see also the clause of this contract entitled "Personnel Compensation" [AIDAR 752.7007]).

H.9.1.(b) As used herein, the term "Employee" means a direct employee as defined by the U.S. Internal Revenue Service in Rev. Rul. 87-41, 1987-1, C.B. 296. The compensation of a U.S. citizen or permanent resident who is an employee of a U.S. contractor is reported on IRS Form W-2. The terms "salaries" and "wages" refer to compensation (excluding fringe benefits) provided to an employee.

H.9.1.(c) As used herein, the term "Consultant" means an individual who is not an employee or officer of the Contractor, but who is engaged from time-to-time on a temporary or intermittent basis for specific tasks, who does not share in the Contractor's fringe benefits package, for whom the Contractor does not normally maintain office space, and/or who is an "independent contractor," as defined by the U.S. Internal Revenue Service in Rev. Rul. 87-41, 1987-1, C.B. 296.

Consultant fees paid by a U.S. contractor for such individuals who are U.S. citizens or permanent residents are reported on IRS Form 1099 rather than Form W-2. The term "consultant fees" refers to compensation provided to a consultant.

H.9.1.(d) "Personnel" means both employees and consultants.

H.9.1.(e) Pursuant to the clause of this contract entitled “USAID Definitions Clause –- Supplement for USAID Contracts Involving Overseas Performance”(AIDAR 752.202-1, Alternate 72), “Cooperating Country National”(CCN) means an individual who is a cooperating country citizen or a non-cooperating country citizen lawfully admitted for permanent residence in the cooperating country, and is hired while residing outside of the U.S. for work in the cooperating country.

H.9.1.(f) Pursuant to the clause of this contract entitled “USAID Definitions Clause –- Supplement for USAID Contracts Involving Overseas Performance”(AIDAR 752.202-1, Alternate 72), “Third Country National” (TCN) means an individual who is neither a Cooperating Country National CCN) nor a U.S. National (USN), but is a citizen of a country included in Geographic Code 935, and is hired while residing outside of the U.S. for work in the cooperating country.

H.9.1.(g) “U.S. National” (USN) means an individual who is a U.S. citizen or a non-U.S. citizen lawfully admitted for permanent residence in the U.S.

H.9.1.(h) “Annual compensation” means the current annual compensation or the highest rate of annual compensation received by the individual during any full year of the immediately preceding three years.

H.9.2 Limitations:

Compensation of personnel which is charged as a direct cost under this contract, like other costs, will be reimbursable by USAID in accordance with the clause of this contract entitled "Allowable Cost and Payment" (FAR 52.216-07) and other applicable provisions of this contract, but subject to the following additional specified understandings which set limits on reimbursement by USAID of items of cost which otherwise might be reasonable, allocable, and allowable. In order for direct compensation to be reimbursable hereunder, the utilization of all personnel other than clerical, custodial, security and drivers must have the prior written technical approval of the CTO, except for the key personnel listed in Section F.7. of this contract, for whom approval is hereby provided. Requests for the CTO's approval for the utilization of non-clerical personnel must include a résumé or CV and SOW for the individual. Reimbursement of direct compensation of personnel performing under this contract shall be in accordance with the following:

(a) Reimbursable Salaries and Wages for U.S. National (USN) and Third Country National (TCN) Personnel and Cooperating Country National (CCN) Personnel who are not Subject to the Local Employee Compensation Plan (LECP)

Reimbursable salaries and wages for personnel who are USNs or TCNs, and for CCNs who are not subject to the LECP pursuant to Section H.9. below, may not exceed the Contractor's established policy and practice, including the Contractor's established pay scale for equivalent classifications of employees, nor may any such individual reimbursable salary or wage, without the prior written approval of the Contracting Officer, exceed the employee's annual compensation, or equivalent hourly or daily rate if compensation is not on an annual basis. In addition, there is a ceiling on reimbursable salaries and wages paid to USN and TCN personnel, and CCN personnel who are not subject to the LECP, working directly under this contract of the maximum salary rate of an ES-6 (or the equivalent hourly or daily rate of the maximum ES-6 salary, if compensation is not on an annual basis), as amended from time to time, unless an advance written waiver is granted by the USAID Procurement Executive prior to contract award. Compensation may be paid to TCN personnel in U.S. dollars, provided that the individual has an account outside of the Cooperating Country into which salary payments are deposited. The currency of compensation to CCN personnel shall be in accordance (b) below.

(b) Reimbursable Salaries and Wages for Cooperating Country National (CCN) Personnel

CCNs Subject to the LECP: Reimbursable salaries and wages for local-hire CCN personnel working full-time, or less than full-time but in a long-term position, under this contract shall not exceed, without specific approval of the rate by the Contracting Officer, the prevailing grade under the USAID/Uganda's Local Employee Compensation Plan (LECP) for CCNs of equivalent qualifications, and, within the minimum and maximum salaries for the relevant LECP grade, shall not exceed the current annual compensation or the highest rate of annual compensation received by the individual during any full year of the immediately preceding three years.

CCNs Not Subject to the LECP: CCN personnel who are not working full-time or work less than full-time but in long-term positions under this contract, and CCNs who are hired outside of the Cooperating Country and can demonstrate that they have established a legal place of permanent residence outside of the Cooperating Country, are not linked to the LECP; instead reimbursement of their salaries under this contract shall not exceed, without the prior written approval of the Contracting officer, the current annual compensation or the highest rate of annual compensation received by the individual during any full year of the immediately preceding three years; provided, further, that in no event shall their salaries exceed the maximum rate of an ES-6, unless an advance written waiver is granted by the USAID Procurement Executive prior to contract award.

Currency of Payment: With the exception of CCN personnel who can demonstrate at least one year of work history (which is relevant to his/her employment under this contract) and legal place of permanent residence outside of the Cooperating Country, salaries and wages shall be paid to CCN employees in the currency of the Cooperating Country unless otherwise authorized, in advance, and in writing, by the Contracting Officer. Payment in a currency other than Cooperating Country’s does not relieve the Contractor from having to comply with Cooperating Country payroll tax laws, include withholding of employee retirement/social security contributions and income tax and making employer contributions.

Employees of the Host Government: Pursuant to the clause of this contract entitled "Salary Supplements for HG Employees" (AIDAR 752.231.71), no compensation shall be paid to employees of the cooperating government or any agency thereof, unless otherwise authorized, in advance and in writing, by the Contracting Officer.

(c) Annual Salary Increases for USN and TCN Employees and CCN Employees who are not Subject to the LECP

One annual salary increase (includes promotional increase) of not more than the annual cost-of-living adjustment (COLA) received by Federal General Schedule (GS) employees may be granted after the employee's completion of each twelve month period of satisfactory services under the contract. Annual salary increases of any kind exceeding these limitations or exceeding the maximum salary of ES-6 may be granted only with the advance written approval of the Contracting Officer.

(d) Annual Salary Increases for CCN Employees Subject to the LECP

Salary increases for the Contractor's CCN employees who are subject to the LECP may not exceed those provided by the Contractor's established policy and practice, and, with respect to such employees performing work directly under this contract, salary increases will be reimbursed hereunder up to the amount, and at the time, that increases are provided under the LECP, except as may be otherwise approved, in advance and in writing, by the Contracting Officer.

H.9.3 Salaries During Travel

Salaries and wages paid while in travel status will not be reimbursed for a travel period greater than the time required for travel by the most direct and expeditious air route.

H.9.4 Return of Overseas Employees

Salaries and wages paid to an employee serving overseas who is discharged by the Contractor for misconduct, inexcusable non- performance, or security reasons will in no event be reimbursed for a period which extends beyond the time required to return him promptly to his point of origin by the most direct and expeditious air route.

NOTE: The daily rate of an ES-6 is determined by dividing the annual salary by 2087 hours and multiplying the quotient by 8. There is no locality pay adjustment for any contractor employee, at the ES-6 or any lower rate.

H.9.5 Work Week

(a) Nonoverseas Employees. The length of the contractor's U.S., non-overseas employees workday shall be in accordance with the contractor's established policies and practices and shall not be less than 8 hours per day and 40 hours per week.

(b) Overseas Employee

The work week for the Contractor's overseas employees shall not be less than 40 hours and shall be scheduled to coincide with the work week for those employees of the USAID Mission and the Cooperation Country associated with the work of this contract.

H.9.6 Contractor Employee Biographical Data Sheets

Requests for the Contracting Officer's approval of reimbursable compensation for which approval is required pursuant to this Section H.9. must include (with the exception of salary increases above) a "Contractor Employee Biographical Data Sheet" (see Section J.1. of this contract), and must be submitted at the same time that the individual's résumé or CV is submitted to the CTO. Use of Contractor Employee Biographical Data Sheets which are signed by the individual more than three months prior to the date it is submitted is not acceptable.

H.9.7 Retention of, and Limitations on, Approvals

Any Approvals issued pursuant to the above sections shall be retained by the Contractor for audit purposes. Approvals issued pursuant to the above must be within the terms of this contract, and shall not serve to increase the total estimated cost or the obligated amount of this contract, whichever is less (see Part I, Section B.3 of this contract).

H.10 SUBCONTRACTING PLAN AND THE SF 294 - SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 - SUMMARY CONTRACTING REPORT

The Contractor's subcontracting plan dated __________ is hereby incorporated as a material part of this contract.

In accordance with FAR 52.219-9, SF 294 and SF 295 should be forwarded to the following address:

U.S. Agency for International Development
Office of Small and Disadvantaged Business
Utilization
Room 7.08 RRB
Washington, D.C. 20523

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	MAY 2001
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1997
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS	OCT 1997
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997
52.215-13	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC 1998
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS	OCT 1997
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA, ALT. I & IV	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	MAR 2000

52.216-8	FIXED-FEE	MAR 1997
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)	JAN 1999
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2000
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (OCT 2000)	OCT 2000
52.219-16	LIQUIDATED DAMAGES-SMALL BUSINESS SUBCONTRACTING PLAN	JAN 1999
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING	OCT 1999
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990
52.222-3	CONVICT LABOR	AUG 1996
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT 2000
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL 2000
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-14	RIGHTS IN DATA--GENERAL	JUN 1987
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.233-1	DISPUTES	DEC 1998
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)	AUG 1987
52.244-2	SUBCONTRACTS ALTERNATE II (AUG 1998)	AUG 1998
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	MAY 2001
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.246-25	LIMITATION OF LIABILITY – SERVICES	FEB 1997
52.247-67	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT	JUN 1997
52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP 1996
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

AIDAR 48 CFR Chapter 7

752.202-1	DEFINITIONS	
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.225-71	LOCAL PROCUREMENT	FEB 1997
752.226-2	SUBCONTRACTING WITH DISADVANTAGED ENTERPRISE	APR 1997
752.226-3	LIMITATIONS ON SUBCONTRACTING	JUN 1993
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
752.228-70	MEDICAL EVACUATION (MEDVAC) SERVICES	MAR 1993
752.242-70	PERIODIC PROGRESS REPORTS	JUL 1998
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7006	NOTICES	APR 1984
752.7007	PERSONNEL COMPENSATION	JUL 1996
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7025	APPROVALS	APR 1984
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7033	PHYSICAL FITNESS	JUL 1997
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991

I.2 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (MAY 2001)

(a) Definitions. As used in this clause--

Small disadvantaged business concern means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

United States means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) Evaluation adjustment. (1) The Contracting Officer will evaluate offers by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the actor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the

contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

[ ] Offeror elects to waive the adjustment.

(d) Agreements. (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for --

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

I.3 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data contained on pages , it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposal dated upon which this contract is based.

I.4 52.232-25 PROMPT PAYMENT (MAY 2001)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101 and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments (1) Due Date. (i) Except as indicated in subparagraph (a)(2) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office has received a proper invoice from the Contractor (except as provided in subdivision (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraph (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(5) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) Any other information or documentation required by the contract (such as evidence of shipment).

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(4) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the " Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than $1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(6) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(7) Additional interest penalty. (i) a penalty amount, calculated in accordance with paragraph (a)(7)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of $1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed $5,000;

(2) The additional penalty shall never be less than $25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than $1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in paragraph (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in paragraph (a)(7)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments--(1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 30th day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

I.5 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses: http://www.arnet.gov/far/
AIDAR Clauses: http://www.usaid.gov/pubs/ads/aidar9-1.pdf

I.6 AIDAR 752.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS

(a) It is the policy of the United States that small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) Definitions. As used in this contract

(1) Small business concern means a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

(2) HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(3) Small business concern owned and controlled by socially and economically disadvantaged individuals and small disadvantaged business concern mean a small business concern that represents, as part of its offer that--

(i) It has received certification as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B;

(ii) No material change in disadvantaged ownership and control has occurred since its certification;

(iii) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104 (c)(2); and

(iv) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

(4) Small business concern owned and controlled by women means a small business concern--

(i) Which is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a HUBZone small business concern, a small business concern owned and controlled by socially and economically disadvantaged individuals, or a small business concern owned and controlled by women.

USAID small business provision. To permit USAID, in accordance with the small business provisions of the Foreign Assistance Act, to give small business firms an opportunity to participate in supplying equipment supplies and services financed under this contract, the Contractor shall, to the maximum extent possible, provide the following information to the Office of Small and Disadvantaged Business Utilization (OSDBU), USAID, Washington, DC 20523-1414, at least 45 days prior to placing any order in excess of the simplified acquisition threshold except where a shorter time is requested of, and granted by OSDBU:

(1) Brief general description and quantity of commodities or services;

(2) Closing date for receiving quotations or bids; and

(3) Address where invitations or specifications may be obtained.

I.7 USAIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)

Prior written approval by the Contracting Officer is required for all interrnational travel directly and identifiably funded by USAID under this contract. The Contractor shall therefore present to the Contracting Officer an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advanced of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence. The Contracting Officer's prior written approval may be in the form of a letter or telegram or similar device or may be specifically incorporated into the schedule of the contract. At least one week prior to commencement of approved international travel, the Contractor shall notify the cognizant Mission, with a copy to the

Contracting Officer, of planned travel, identifying the travellers and the dates and times of arrival.

I.8 COMMUNICATIONS PRODUCTS (OCT 1994)

(a) Definition - Communications products are any printed materials (other than non-color photocopy material), photographic services or video production services.

(b) Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the contract or approved in writing by the contracting officer. A copy of the standards for USAID financed publications and video productions is attached.

(c) Communications products which meet any of the following criteria are not eligible for USAID financing under this agreement unless specifically authorized in the contract or in writing by the contracting officer:

(1) All communications materials funded by operating expense account funds;

(2) Any communication products costing over $25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout and production costs.

(3) Any communication products that will be sent directly to, or likely to be seen by, a Member of Congress or Congressional staffer; and

(4) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to CDIE and other USAID/W offices for internal use.

(d) The initial proposal must provide a separate estimate of the cost of every communications product as defined in paragraph (a) above [not just those which meet the criteria in paragraph (c)] which is anticipated under the contract. Each estimate must include all of the costs associated with preparation and execution of the product. Any subsequent request for approval of a covered communication product must provide the same type of cost information.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT 1 IDENTIFICATION OF PRINCIPAL GEOGRAPHIC C ODE NUMBERS
A hard copy is attached at the end of this document

ATTACHMENT 2 USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET
Please locate the electronic version of the form at:
http://www.USAID.GOV/procurement_bus_opp/procurement/forms/

ATTACHMENT 3 SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES
Please locate the electronic version of the form at:
http://www.USAID.GOV/procurement_bus_opp/procurement/forms/

ATTACHMENT 4 CERTIFICATE OF CURRENT COST AND PRICING DATA
Please locate the electronic version of the form at:
http://www.USAID.GOV/procurement_bus_opp/procurement/forms/

ATTACHMENT 5 SMALL BUSINESS/SMALL DISADVANTAGED SUBCONTRACTING PLAN
Please locate an electronic version form at:
http://www.USAID.GOV/procurement_bus_opp/procurement/forms/

ATTACHMENT 6 SF 294 - SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS
Please locate the electronic version of the form at:
http://www.USAID.GOV/procurement_bus_opp/procurement/forms/

ATTACHMENT 7 DESCRIPTION OF U-TRADE RELATED TRANSITION ACTIVITIES
A hard copy is attached at the end of this document.

ATTACHMENT 8 SUMMARY DESCRIPTION OF OTHER NEW CORE SO7 PROGRAMS RELATED TO U-TRADE: PRIME AND APEP
A hard copy is attached at the end of this document.

ATTACHMENT 9 ILLUSTRATIVE INDICATORS FOR SO7 AS PRESENTED IN THE ISP
A hard copy is attached at the end of this document.

ATTACHMENT 10 PROGRAM IMPLEMENTATION CONTEXT
A hard copy is attached at the end of this document.

ATTACHMENT 11 MISSION STRATEGY DOCUMENT
The USAID/Uganda ISP can be found at:
http://www.dec.org/pdf_docs/PDABT976.pdf
http://www.dec.org/pdf_docs/PDABT977.pdf
http://www.dec.org/pdf_docs/PDABT978.pdf

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR 1991

K.2 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

[ ] TIN:. ____________________________

[ ] TIN has been applied for.

[ ] TIN is not required because:

[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

[ ] Sole proprietorship;

[ ] Partnership;

[ ] Corporate entity (not tax-exempt);

[ ] Corporate entity (tax-exempt);

[ ] Government entity (Federal, State, or local);

[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4;

[ ] Other ____

(f) Common parent.

[ ] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[ ] Name and TIN of common parent:

Name ____

TIN ____

K.3 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [ ], within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and

(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(D) Have [ ] have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(E) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

(ii) The Offeror has [ ] has not [ ], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.4 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[ ] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[ ] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [ ] For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged

business concern that is participating in the joint venture: ____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.5 INSURANCE - IMMUNITY FROM TORT LIABILITY

The offeror represents that it [ ] is, [ ] is not a State agency or charitable institution, and that it [ ] is not immune, [ ] is partially immune, [ ] is totally immune from tort liability to third persons.

K.6 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS

The Offeror has reviewed the solicitation (Sections B through J of which will become the contract) and [ ] agrees to the terms and conditions set forth therein; or [ ] has the following exceptions (continue on a separate attachment page, if necessary):

____
____
____
____

K.7 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d)(i.e., the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has [ ] has not [ ] submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354)

K.8 SIGNATURE

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offerors, the offeror certifies that they are accurate, current, and complete, and that the offeror is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements in offers.

Solicitation No. _______________________________________

Offer/Proposal No. ____________________________________

Date of Offer ____

Name of Offeror____

Typed Name and Title___________________________________

Signature____________________________ Date___________

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION ALTERNATE I (OCT 1997)	MAY 2001
52.215-16	FACILITIES CAPITAL COST OF MONEY	OCT 1997
52.219-24	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--TARGETS	OCT 2000
52.225-10	NOTICE OF BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM REQUIREMENT--CONSTRUCTION MATERIALS	FEB 2000

L.2 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

L.3 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of one (Cost Plus Fixed Fee) completion contract resulting from this solicitation.

L.4 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

John F. Lord
Contracting Officer

Hand-Carried Address:

Contracts Office
USAID/Uganda
Plot 42 Nakasero Road
Kampala, Uganda

Mailing Address:

Contracts Office
DOS/USAID
2190 Kampala Place
Washington, DC 20521-2190

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR Clauses: http://www.arnet.gov/far/
AIDAR Clauses: http://www.usaid.gov/pubs/ads/aidar9-1.pdf

L.6 GENERAL INSTRUCTIONS TO OFFERORS

(a) The offeror should submit the proposal either:

(i) electronically - internet email with up to 6 attachments (2MB limit) per email compatible with MS WORD, Excel, Lotus 123 and/or WordPerfect in a MS Windows environment. Only those pages requiring original manual signatures should be sent via facsimile. (Facsimile of the entire proposal is not authorized); or

(ii) via regular mail - sending 6 paper copies of a technical proposal and one original and 5 copies of a cost proposal, however the issuing office receives regular international mail only once a week. All mail is subject to US Embassy electronic imagery scanning methods, physical inspection, and is not date and time stamped prior to receipt by USAID and the Contracting Officer; or

(iii) hand delivery (including commercial courier) of 6 paper copies of a technical proposal and one original and 5 copies of a cost proposal to the issuing office.

(iv) Regardless of the method used the Technical Proposal and Cost Proposal must be kept separate from each other. Technical Proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.

(b) Submission of Alternate Proposals

All offerors shall submit a proposal directly responsive to the terms and conditions of this RFP. If an offeror chooses to submit an alternative proposal, they must, at the same time, submit a proposal directly responsive hereto for any alternate to even be considered.

(c) Government Obligation

The US Government is not obligated to make an award or to pay for any costs incurred by the offeror in preparation of a proposal in response hereto.

L.7 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

(a) The Technical Proposal in response to this solicitation should address how the offeror intends to carry out the Statement of Work contained in Section C. It should communicate a clear understanding of the work to be undertaken in both the Design and Implementation, and the responsibilities of all parties involved. The technical proposal should be organized by the technical evaluation criteria listed in Section M.

(b) The past performance references required by this section shall be included as an annex or attachment of the technical proposal.

(c) Detailed information should be presented only when required by specific RFP instructions. Proposals are limited to 50 pages, OVER 50 PAGES WILL NOT BE EVALUATED, and shall be written in English and typed on standard 8 1/2" x 11" or A4 paper, single spaced, 10 characters per inch with each page numbered consecutively. Items such as graphs, charts, cover pages, dividers, table of contents, and attachments (i.e. key personnel resumes, reply to case studies, table summarizing qualifications of proposed personnel, past performance summary table and past performance report forms) are not included in the 50-page limitation.

(d) Purpose of the Technical Proposal
The Technical Proposal for the Design Phase of U-TRADE will be the primary basis for selection of the Contractor to provide both Design and Implementation services. Although the initial award will be only for Design of U-TRADE and modification of the contract for Implementation is not assured, USAID/Uganda expects that the successful offeror will produce a Design that will lead to its Implementation by the successful offeror. Therefore, offerors must use the Technical Proposal to demonstrate their qualifications as both a Design and Implementation contractor.

(e) Contents
The Technical Proposal must, most importantly, demonstrate that the Offeror has a thorough understanding of the export trade and competitiveness situation in Uganda and a practical concept or vision, supported by the initial planning stages and overall structure of an innovative, ambitious, realistic, effective and efficient program, for making significant improvements in the situation. The successful offeror’s understanding, vision and plan will convince USAID/Uganda that its method and proposed actions will provide the greatest contributions to the achievement of expected results (C.4).

In preparing the proposal, offerors should carefully read the USAID/Uganda Integrated Strategic Plan 2002-2007, as the ISP presents the background, setting, rationale and expected results of USAID/Uganda's overall program for the next six years. While SO7, "Expanded Sustainable Economic Opportunities for Rural Sector Growth," is the principal focus of U-TRADE, SO8, "Improved Human Capacity," and SO9, "More Effective and Participatory Governance" also provide useful linkages. U-TRADE will contribute both directly and indirectly to some of the IRs in the other two Strategic Objectives.

Section C.6.1 above describes in general, illustrative terms some possible action areas for U-TRADE. Some are a natural extension of initiatives now in process under the transition programs of IDEA, COMPETE AND TPCB, while others seek new export market opportunities under AGOA and other trade agreements. Linkages with the other two SO7 core programs, PRIME and APEP, should also be taken into account. In their proposals, offerors should analyze several action areas and present them as elements of a coherent program under U-TRADE which will address the relevant IRs in the ISP and will serve as the basis for a full program design.

The proposal must provide a fairly detailed plan for the Design that reflects knowledge of the context and operating environment and a provisional plan for implementation. Management structure and staffing, especially for the Design, must be clearly stated along with the rationale.

The offeror should establish its record of performance as an activity designer and project implementer. Corporate capabilities in both these disciplines must be clearly demonstrated. Such expertise is not necessarily expected from one organization and offerors may find that a team arrangement through a joint venture or consortium will bring the most highly qualified organizations together.

L.8 INSTRUCTIONS REGARDING KEY PERSONNEL

The contract proposed by this solicitation includes a key personnel clause, and the quality of key personnel proposed will be an evaluation factor. The offeror must include as part of its proposal a statement signed by each person proposed as key personnel confirming their present intention to serve in the stated position and their present availability to serve for the term of the proposed contract.

It is expected that the offeror will propose some of the same key personnel for both the Design and Implementation Phases of the Contract. It is considered important to the overall success of U-TRADE that the Chief of Party and some other key personnel of the successful offeror have substantial involvement in the design of the program that they will subsequently implement. Thus, the qualifications of certain key personnel as both designers and implementers should be demonstrated.

Include a chart in an annex listing the key personnel proposed for all contracts awarded to the offerer's firm over the last two years. The chart must include the following: key personnel proposed and expected duration of the position; personnel actually performing under the contract and duration; and any replacement key personnel and the reason for replacement.

L.9 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL

(a) Offerors will submit a budget for the Design only. Each offeror shall provide a proposal for each line item listed in Section B. Supporting information should be provided in sufficient detail to allow a complete analysis for cost reasonableness and realism of each line item cost. This is to include a complete breakdown of the cost elements associated with each line item and those cost associated with any proposed subcontract.

(b) If the offeror is a joint venture, partnership or consortium, the business management proposal must include a copy of the agreement between the parties. The agreement will include a full discussion of the relationship between the firms including identification of the firm which will have responsibility for negotiation of the contract, which firm will have accounting responsibility, how work will be allocated, overhead calculated, and profit shared, and the express agreement of the principals thereto to be held jointly and severally liable for the acts or omissions of the other(s).

(c) Detail of the offeror's management structure as it relates to performance of services described in Section C.

(d) The representations and certifications, as set forth in Section K of this solicitation, with the last page signed. This should be completed by subcontractors as well.

(e) Audited balance sheets and profit and loss statements or if not available, returns as submitted to Federal tax authorities for the offeror's last two complete fiscal years and for the current fiscal year as of 30 days prior to proposal submission. (The balance sheets and profit and loss statements for the current fiscal year may be unaudited.) The profit and loss statements should include details of the total cost of services sold, and be annotated by either the auditor or offeror to delineate the offeror's indirect expense pool(s) and customary indirect cost distribution base(s).

(f) A copy of the offeror's personnel policies in effect at the time the offer is submitted.

(g) A copy of the offeror's travel policies in effect at the time the offer is submitted.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION CRITERIA

Technical, cost and other factors will be evaluated relative to each other, as described herein.

(a) The technical proposal will be scored by a technical evaluation committee using the criteria shown in this Section.

(b) The cost proposal will be scored by the method described in this Section.

(c) The criteria below are presented by major category, with relative order of importance, so that offerors will know which areas require emphasis in the preparation of proposals. The criteria below reflect the requirements of this particular solicitation.

Offerors should note that these criteria: (1) serve as the standard against which all proposals will be evaluated, and (2) serve to identify the significant matters which offerors should address in their proposals.

M.2. EVALUATION FACTORS

Weighted Evaluation Factors: Proposals will be evaluated based on the following factors in four qualitative categories plus the cost component for the design phase. The point total is **500** with relative weights assigned to indicate level of emphasis.

1. Technical approach	**150pts (30%)**
a. Ambitiousness, technical feasibility, practical soundness and responsiveness of proposed approach to program requirements	60 pts
b. Evidence of understanding of Uganda's economic and trade environment and the factors bearing on improving the competitiveness of the nation's exports	40 pts
c. Clear articulation of methodology for achievement of expected results in specific IR targets, that will produce returns in the form of increased income to rural producers through enhanced trade	30 pts
d. Innovative approaches and strategies in proposed design, including treatment of gender roles, partnership arrangements, etc.	20 pts

2. Personnel	**120 pts (24%)**
a. Professional qualifications and relevant experience, in both design and implementation, of proposed long-term technical personnel, including experience in developing country settings, preferably in Africa.	75 pts
b. Appropriateness of the proposed technical positions (long- and short-term, expatriate and Ugandan) to proposed technical approach for the Design and subsequent Implementation.	45 pts
3. Past Performance	**110 pts (22%)**
a. Demonstrated success in providing similar design and implementation services (not necessarily within the same contract) on past contracts, including production of meaningful outputs and significant results.	70 pts
b. Offeror's responsiveness to past clients regarding ability to adapt to the uniqueness of different country settings and host government priorities; client satisfaction	40 pts
4. Institutional Capabilities	**80 pts (16%)**
a. Demonstrated ability to provide full managerial, financial and technical home office support and oversight for a contract of this size and complexity.	35 pts
b. Clarity of organizational plan, including specific arrangements for interaction with partners, NGOs and Ugandan private sector firms.	25 pts
c. Demonstrated ability to recruit and retain qualified expatriate and local professional staff. Retention of key personnel.	20 pts
5. Cost of Design	**40 pts (8%)**
a. Cost-effectiveness of approach as demonstrated by labor mix and rates and appropriate use of Ugandan professional staff	25pts
b. Realism of individual cost elements and overall balance in design budget.	15pts

M.3 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD

(a) The competitive range of offerors with whom discussions may be conducted (if necessary) will be determined by the Contracting Officer based on the above technical and cost evaluation factors, and will be comprised of all offerors whose proposals are determined to have a reasonable chance of being selected for award.

(b) Only one offeror may be determined to be within the competitive range and discussions, if any, will be pursued with the one offeror.

(c) Award will be made by the Contracting Officer to the responsible offeror whose proposal, conforming to the solicitation, is most advantageous to the Government, and the above technical and cost factors considered. The formula set forth above will be used by the Contracting Officer as a guide in determining which proposals will be most advantageous to the Government. Award may be made without discussions.

M.4 CONTRACTING WITH SMALL BUSINESS CONCERNS AND DISADVANTAGED ENTERPRISES

USAID encourages the participation of small business concerns and disadvantaged enterprises in this project, in accordance with FAR Part 19 (48 CFR Chapter 1), and AIDAR Part 726 (48 CFR Chapter 7). Accordingly, every reasonable effort will be made to identify and make use of such organizations. All evaluation criteria being found equal, the participation of such organizations may become a determining factor for selection.

ATTACHMENT 1
IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS

The USAID Geographic Code Book sets forth the official description of all geographic codes used by USAID in authorizing or implementing documents, to designate authorized source countries or areas. The following are summaries of the principal codes:

(a) Code 000--The United States:
The United States of America, any State(s) of the United States, the District of Columbia, and areas of U.S.-associated sovereignty, including commonwealths, territories and possessions.

(b) Code 899—
Any area or country, except the cooperating country itself and the following foreign policy restricted countries: Afghanistan, Libya, Vietnam, Cuba, Cambodia, Laos, Iraq, Iran, North Korea, Syria and People's Republic of China.

(c) Code 935—
Any area or country including the cooperating country, but excluding the foreign policy restricted countries.

(d) Code 941—
The United States and any independent country (excluding foreign policy restricted countries), except the cooperating country itself and the following: Albania, Andorra, Angola, Armenia, Austria, Australia, Azerbaijan, Bahamas, Bahrain, Belgium, Bosnia and Herzegovina, Bulgaria, Belarus, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Gabon, Georgia, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Kazakhstan, Kuwait, Kyrgyzstan, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia*, Malta, Moldova, Monaco, Mongolia, Montenegro*, Netherlands, New Zealand, Norway, Poland, Portugal, Qatar, Romania, Russia, San Marino, Saudi Arabia, Serbia*, Singapore, Slovak Republic, Slovenia, South Africa, Spain, Sweden, Switzerland, Taiwan*, Tajikistan, Turkmenistan, Ukraine, United Arab Emirates, United Kingdom, Uzbekistan, and Vatican City.

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* Has the status of a "Geopolitical Entity", rather than an independent country.

ATTACHMENT 7

DESCRIPTION OF U-TRADE RELATED TRANSITION ACTIVITIES

The following SO7 activities are presently performing work directly related to U-TRADE and represent activities on which the new program will build. In order to maximize operational efficiency and reduce management units for the Mission, most of these functions will be incorporated into U-TRADE as their current contracts and funding end. An exception is the SPEED program aimed at strengthening small and micro financial institutions to expand credit access to rural areas, which will operate as a separate entity until its termination in December 2003. The decision as to whether it will continue beyond this date has not yet been made, but if so, it will remain a separate activity, yet one that will retain close links with U-TRADE. Transitional program which relate to U-TRADE are described briefly below:

Investments in Developing Export Agriculture (IDEA): This activity has been in place in Uganda since 1995 and has been highly successful in achieving increased productivity in food and cash crop agriculture, as well as NTAE development. IDEA has contributed key results to the former SO1 Results Framework, and will continue to contribute key results to IR 7.2 and IR 7.3 of the SO7 Results Framework. Moreover, the private sector approach and ability to address production to market development have been key to success. The IDEA experience will provide a strong foundation for all three new core programs, especially for APEP and U-TRADE on which to build since IDEA has a large client base of farmers, agribusiness, exporters and commercial banking relationships. IDEA has very strong and credible relationships with key GOU ministries and will provide continuity as the new core programs come on line, particularly in terms of maintaining private sector capacity to deliver results. Documenting the level and sustainability of private sector capacity that has been achieved by IDEA should be a central theme for the next IDEA evaluation. The IDEA program is implemented by an ongoing contract which ends in June of 2004. The level of effort is currently at a peak, and according to the phase out plan, the level of effort will reduce significantly in 2003 and 2004.

Competitive Private Enterprise and Trade Expansion (COMPETE): The current COMPETE activity was initiated in November 2000 as a two-year activity. Given that it was a new innovative program aimed at impacting on national level policy in strategic export sectors, and that the new SO7 strategy was not yet completed, the COMPETE design was limited to a two-year activity with a view to determine how well the GOU and private sector would buy-in to this new innovative program focus. Since its inception, the GOU including the Presidential Task Force on Competitiveness and the President himself have taken a strong interest in the program. The COMPETE activity has begun to catalyze the GOU’s attention on the need for a national level export strategy with commitment to develop cross-cutting reforms. Thus, while the activity will complete its stated objectives by May 2002 and be closed out, the experience and programmatic objectives will be incorporated into a more comprehensive program under U-TRADE. U-TRADE will build upon the COMPTETE experience and expand the level of effort in sectors already being undertaken i.e. coffee, cotton, fish and information technology, but will also expand the ICT sector focus in order to take on additional sectors. (U-TRADE will also build upon the IDEA high-value focus in the same way). COMPETE has contributed primarily to defining the Results Framework for IR 7.2, IR 7.3 and IR 7.4.

Trade Policy Capacity Building Program (TPCBP): The trade policy activity was the first policy-based effort for SO1 to be focused exclusively on assisting Uganda to improve its trade-enabling environment. Recognizing that the neither the public sector ministries nor the private sector had sufficient awareness and knowledge of trade issues, the activity has focused on building a consultative process between private sector and government in the area of WTO, EAC and COMESA. In addition, a number of trade-related issues, such as tariff structures, tax revenues, quality control for exports, international standards, etc. have been addressed. The activity has also taken on AGOA issues. For the future, it will be increasingly important for Uganda to build upon this initial effort, to develop a much stronger focus on trade issues in relation to a national export (trade and investment) strategy. In this regard, the COMPETE activity has developed a foundation through the “national task force on export development” in selected sectors. The new U-TRADE will integrate trade policy, export development and competitiveness into a comprehensive trade and investment program. These activities will contribute to SO7 IR 7.3 and 7.4.

Support for Private Enterprise Expansion and Development (SPEED) : This is a three-year activity, ending in December 2003. (The original plan called for a five-year activity but the SEGIR contracting modality limited it to three years.) SPEED was designed with the SO7 strategy in mind and therefore will address key results to IR 7.2, IR 7.3 and IR 7.4 for the SO7 Results Framework. SPEED addresses critical issues for developing viable commercial finance options for small business (the missing middle) and for moving the microfinance industry to a sustainable and commercial basis. SPEED is a financial hub for other partners implementing the SO7 strategy. It will play a key role and have important linkages to all three new core programs and the Title II program. It has already established important linkages to the Dairy activity, which will play a key role for the Dairy transition. SPEED will also manage the DCA activity under which loan guarantees will be provided to selected local banks as an inducement to expand their customer base. The SPEED program will be evaluated in 2003 and a decision will be made then whether to continue it in its present form. If an ongoing need for this activity is determined, it will likely remain as a separate entity, rather than being folded under U-TRADE, as its functions are sufficiently different to make such a merger impractical.

DAIRY: USAID is completing two three-year grants with Land O’ Lakes and the Heifer Project International in September 2002. The DAIRY program has focused on production and market development. Like IDEA, the DAIRY approach aims at private sector development from production to marketing, and includes efforts to build capacity of producer organizations and associations. Recent evaluation of these activities as well as a special competitiveness analyses show that the interventions, if continued, have considerable potential to provide sector-wide impacts, leading to large multiplier results in on-farm productivity, off-farm employment, and diversified product development for expanded exports within Uganda and to regional markets. However, to achieve significant impact, a continued and more intensive effort should be maintained in the sector for the next several years. A further three-year transition program will address competitiveness, with continued focus on marketing and building cost efficient private sector capacity in the dairy sector.

In addition, the following two activities are part of the SO7 ongoing core program:

SCRIP: Under the Strategic Criteria for Rural Investments in Productivity activity, the International Food Policy Research Institute (IFPRI) is preparing a strategic planning framework for rural land use development in Uganda. The framework is developing criteria to be applied in assessing strategic land use options, integrating the country's agricultural growth and rural livelihood needs with responsible environmental management. SCRIP is an essential analytic resource and underpinning for all three core programs, and IFPRI a principal partner. It is therefore a core SO7 activity.

PL 480 Title II - Food Security: USAID's Title II partners carry out substantial food security initiatives and agricultural development activities. These partners and activities present opportunities and proven approaches to increasing productivity and private sector expansion of selected commodity and farming systems. Their activities seek increased access to inputs, commercial finance and markets. The Title II program is therefore affiliated with, and a contributor to, core SO7 program objectives.

Title II partners have been in place for several years, thus have established relationships with clients and district officials. For example, one Title II partner, Technoserve, has already established the Nile Trading Produce Company to assist small holder farmers in Arua, Apac, and the West Nile region to market their produce more effectively by buying and cleaning non-perishable goods for resale. World Vision and Catholic Relief Services assist commercially oriented farm families in Northern Uganda to organize to market their produce, engage in agroforestry, and practice better nutrition. Africare assists in production and marketing of potatoes and other food crops, while ACDI/VOCA focuses on oilseeds as well as food crops.

Special Washington Trade-Related Initiatives

Offerers should be aware of various new Washington programs and initiatives which **relate to trade and agriculture. All three new SO7 programs are fully consistent with these programs in concept and content. Some represent possible partial funding sources of the SO7 programs.**

Trade for African Development and Enterprise Program (TRADE): In FY2002 USAID will inaugurate a new, multi-year trade capacity building initiative to promote regional integration and regional cooperation by strengthening the ability of African countries and businesses to develop their export trade. With $15 million in initial funding, the TRADE program will establish regional hubs for global competitiveness that will help African businesses take advantage of AGOA, to sell more of their products on the global markets. USAID/Uganda has applied for Tier One status in this program which could provide partial funding of the U-TRADE program, since the **proposed substance of the U-TRADE program is fully consistent with the objectives of the Washington TRADE initiative.**

The African Growth and Opportunity Act: AGOA was passed by the U.S. Congress in May 2000 in an effort to encourage African countries to develop exports for the American and other international markets. Among other provisions, it allows eligible African countries to export products to the United States duty free.

Although the Act applies to Africa as a region, countries must qualify individually, and Uganda passed this hurdle in the fall of 2001.

The A.I.D. Administrator's New Agricultural Initiative: This policy move increases the proportion of the Agency's budget devoted to agriculture. The core areas are:

- Technology systems and applications that support agricultural growth and economic transformation;
- Community based farmer and business organizations equipped to take advantage of new market opportunities, as well as producer, business and environmental services;
- Improving efficiency and equity of agricultural market and trade systems
- Building human capacity to shape and lead policy, technical and service development efforts;
- Ensure that vulnerable groups have access to services and markets;
- Ensure that economically important land use systems are developed in an environmentally sustainable manner.

The Global Development Alliance: GDA is a new USAID initiative announced in May 2001 which will seek to leverage collaboration of others donors, host countries, and private sector partners in mutually beneficial shared development endeavors, in order to add to the resources available to address development constraints.

GDA is the First Pillar of USAID's reorganization and reform strategy. No longer are governments, international organizations and multilateral development banks the only assistance donors. Rather, over the past 20 years, NGOs, PVOs, cooperatives, foundations, corporations, the higher education community, and even individuals, now provide development assistance. As a result, the USG is not the only, or even the largest, source of U.S. resources applied to the challenges of overseas development.

The GDA will be a reorientation in how USAID sees itself in the context of international development assistance, in how we relate to our traditional partners, and in how we seek out alliances with new partners. USAID will use its resources and expertise to assist strategic partners in their investment decisions, and will stimulate new investments by bringing new actors and ideas to the overseas development arena.
The Agency will continue to deploy resources where private funding is not available and where the governmental role is clear and pre-eminent to stimulate institutional and policy change. However, when feasible, GDA activities will provide synergy and economies of scale to organizations and individuals working on common development issues.

GDA is so new that its full implications are not yet clear. However, USAID programs such as U-TRADE are excellent examples of how donor funding can serve as a catalyst to non-government sources in development, especially private sector investment leading to greater economic growth.

ATTACHMENT 8

SUMMARY DESCRIPTIONS OF OTHER NEW CORE SO7 PROGRAMS RELATED TO U-TRADE -- PRIME AND APEP

I. Productive Resource Investments to Manage the Environment (PRIME)

A. Program Objective: To promote the alleviation of poverty by supporting regional economic development in Southwestern and Western Uganda, principally targeting improvements in management of the region's natural resource base. The project will be phased geographically, with an initial focus on the Southwest region. Key issues include conserving important biodiversity resources, enhancing traditional and non-traditional production of agricultural commodities, forestry products and livestock, and promoting alternative sources of income from nature-based enterprises. Customers will include entrepreneurs, CBO/ NGOs, local government entities (from community through district level), and national parks and protected areas. Partners will include a USAID-funded consortium of 'for profit' and 'not-for-profit' intermediaries (under the direction of a lead organization), other donors and donor-assisted organizations, and the GOU.

B. Overview

Over the past two decades, Both USAID/Uganda and a number of other donors have supported a melange of activities and programs in Western Region, and more particularly in the Southwest. These have focused on improving environmental conditions and economic livelihoods in this ecologically fragile area. While there have been clear successes in several individual programs, not surprisingly (and with some recent exceptions), there has been a certain inherent lack of strategic synergy among the numerous activities. Given the situation, that may have been unavoidable.

The PRIME approach proposes to strategically integrate and operationally link USAID's SO7 assistance in the region. PRIME will incorporate past experience and success in NRM as well as new innovative approaches for creating economic opportunities. PRIME will coordinate closely with the ongoing IFPRI analytical work in land-use options to prioritize development pathways. The approach will strategically integrate key natural resource management activities, including (1) conserving important biodiversity resources, (2) enhancing traditional and non-traditional production of agricultural commodities, forestry products and livestock, and (3) promoting CBNRM and natural resource-based enterprises (NRBEs) and policy issues in order to improve overall productivity.

A key element of the program will be a conscious effort to seek market approaches, policy changes, and better use of natural resource assets. At the same time, the Mission recognizes that there is an important and appropriate role locally demand-driven NRM activities that will involve public/private sector partnerships, active involvement of local CBNRM organizations and other users of the resource base. The New and effective partnerships among private and public organizations, particularly at the district level, are required for responding to the problems and opportunities facing the region.

Customers are expected to include farmers and entrepreneurs, CBOs/NGOs, local government entities (from community through district level), and national parks and protected areas. Partners will include a USAID-funded consortium of 'for profit' and 'not for profit' entities under the direction of a lead organization, other donors and donor-assisted organizations, and the GOU.

II. Agricultural Production Enhancement Program (APEP)

A. Program Objective

The objective of APEP is to increase economic opportunities in the agricultural sector through increased productivity and commercialization. APEP will focus on increasing productivity of selected agricultural commodity-based farming systems which have high potential for becoming competitive will create large sector-wide impacts. Results will include increased farm/household income, greater off-farm employment, substantial increases in yields and cultivation of higher value cash/food crop systems, and expansion of rural enterprise - particularly micro, small and medium enterprise. USAID's Investment in Developing Export Agriculture (IDEA) program provides a highly successful vertically integrated model, focussing on production to market, which which will help to guide design of APEP. APEP will seek to transform a substantial number of small-holder, subsistence farmers to a commercial and profitable orientation.

B. Overview

APEP will focus on key constraints/action areas that prevent the many millions of subsistence farmers and enterprises in the agricultural sector from becoming productive and, hence, contributing more substantially to the overall economy. APEP will focus on increasing the productivity of high potential commodity-based farming systems. The program will address constraints such as demand-driven technology dissemination by the private sector, application of new technology, strengthening private sector producer associations and their access to finance and marketing services, increasing marketable surpluses and through improved farm management, enhancing private sector extension and input supply systems, and upgrading (training) Ugandan expertise for supporting the program for longer term sustainability.

APEP will coordinate closely with IFPRI's ongoing analytical framework to develop priorities for selected commodity-based farming systems and effective development pathways to achieve productivity gains in the rural sector. APEP will also provide the supply response linked to U-TRADE. APEP will integrate with IDEA and ongoing Title II partners to ensure that food security and vertical integration of production and markets are addressed. Productivity gains will require attention to identifying rural to urban market linkages and trading centers, and increasing direct market access for smallholder farmers to internal and regional markets. Developing market and finance systems, including producer and marketing associations and use of information and communications technology, will also be addressed. APEP will build upon IDEA work to develop and expand private sector input supply systems that meet producer demand for appropriate fertilizer, improved seed, agro-processing technology, information systems. APEP will also address development of rural producer organizations on an expanded scale, that are capable of accessing finance and providing technical services to members. The program will address technology development, including biotechnology, and technology applications to selected agricultural commodity, farming systems and food security schemes, expanding access to research products from the International Agricultural Research Centers and NARO. Policy development will addressed to enable the private sector to compete more effectively. Training will be provided to develop agribusiness entrepreneurs and policy makers.

ATTACHMENT 9

ILLUSTRATIVE INDICATORS FOR SO7 AS PRESENTED IN THE ISP

Illustrative indicators for IR 7.2:
- Productivity of selected agricultural commodities
- Volume of production of selected commodities and products
- Market value of selected agricultural and natural resource commodities

Illustrative indicators for IR 7.2.1:
- Increased use of yield-enhancing inputs
- Number of farmers adopting improved farming practices
- Land area under sustainable management

Illustrative indicators for IR 7.2.2:
- Number of commodity-based and nature-based producer and export firms meeting international quality and safety standards

Illustrative indicators for IR 7.2.3:
- Number of enterprise-focused organizations providing input services
- Amount of local government resources provided to private sector and NGOs for natural resource and agriculture service delivery

Illustrative indicators for IR 7.3.1:
- Number of people with enhanced management skills
- Number of organizations with bankable business plans

Illustrative indicators for IR 7.3.2:
- Number of men and women receiving business skills training
- Number of targeted SMEs and MFIs purchasing business development consulting services

Illustrative indicators for IR 7.3.3:
- Lending by selected banks to MFIs, MSMEs, and rural producers
- Number of clients of selected MFIs and banks outside Entebbe, Kampala and Jinja
- Number of loans between Ushs 3 million and Ushs 425 million

Illustrative indicators for IR 7.4.1
- Length of time for searches and registration in companies registry
- Length of time for searches and registration in land registry
- Number of commercial cases resolved through Alternative Dispute Resolution (ADR)

Illustrative indicators for IR 7.4.2
- Number of private sector clients participating in the review and modification of policies and regulations
- Number of clients knowledgeable about the impacts of globalization and regional trade arrangements

Illustrative indicators for IR 7.4.3:

- Advocacy agenda identified
- Advocacy campaigns conducted
- Actions responsive to advocacy undertaken

ATTACHMENT 10

PROGRAM IMPLEMENTATION CONTEXT

A. Guidelines and Lessons Learned for Managing Implementation:

The new SO7 ISP clearly defines four Intermediate Results and a Performance Monitoring Plan. This will be the fundamental guide for designing activities that will achieve the stated results with specified targets over the next six years. In addressing results, the design of core program activities should carefully take into account effective approaches for effecting change during implementation. Based on experience during the last several years, the Mission has gained knowledge about what works well and what does not work. Thus, the manner in which USAID implementing partners work with Ugandan stakeholders plays a key role in effecting change and obtaining results. The following summarizes this experience and should serve as a guide/criteria in designing new SO7 program activities.

1. Interventions focused on public sector del ivery to farmers and enterprises are likely to remain problematic for the foreseeable future. While public sector delivery of some goods and services are important, it will take time for many of the new government service delivery mechanisms to become fully operations. Experience has demonstrated that USAID partners can make excellent impact building capacity directly within the private sector and households e.g. farmers, community organizations, micro and SME enterprises, and producer and commodity associations. Thus, the core programs should factor a private sector implementation strategy, including a clear perspective on clients into their approach.

2. Interventions that focus on meeting market demand with backward linkages to the production base is a critical aspect for meeting the SO7 objective of increasing economic opportunities on a broad scale and that will achieve sector-wide impact on increased income and jobs. Core programs should incorporate vertically integrated approaches i.e. production to markets perspectives wherever possible.

3. Ugandan stakeholders and clients, particularly private sector, farmers, enterprises and household clients noted above; are generally very receptive to adopting new solutions based on technical assistance and training. However, criteria and rigor need to be applied in order to ensure effective and maximum adoption of best practices. Many interventions will continue to require significant technical assistance and training in order to obtain desired results.

4. To obtain economies of scale that achieve sector-wide impact, greater effort is needed to create large numbers of rural based enterprises, producer organizations, and community organizations that are bankable investment opportunities. Creative solutions including ICT and other media techniques are useful in order to reach higher numbers of clients.

5. Increasing productivity and competitiveness will require much greater attention to integrating and addressing issues of environmental degradation. This issue will need to take into account that poor people need alternative income sources

and opportunities that are sustainable and not result in environmental degradation.

6. More attention is needed to mainstream and integrate cross-cutting issues of HIV/AIDS, gender, and conflict considerations with other core elements/interventions.

7. In order to address productivity enhancements, attention to competitiveness in relation to land-use options, population densities, vulnerable groups, infrastructure constraints and access to markets will be required. Accordingly, interventions will need to be based on careful analysis of potential outcomes in relation to interacting constraints linked to geographic focus, comparative/competitive advantage of products in markets, realistic productivity enhancements, infrastructure, etc. IFPRI is developing an analytical framework to begin addressing these issues.

8. Successful implementation is directly correlated to high quality and experienced implementing partners. In addition, implementing partners must demonstrate strong capabilities to coordinate with each other and to build synergistic working relationships to manage for higher level results.

9. Successful programs do, in fact, capture the attention of senior Ugandan political and technical leadership, as well as the attention of donors. Each core program will need to develop effective communication strategies for stakeholders at all levels, i.e. local district and central government level, Parliament, private sector, and donors.

10. Improving the enabling environment that promotes competitive private sector business transactions is a key issue if competitiveness and efficiencies are to be achieved. However, given the vast array of inefficiencies that limit competitiveness and productivity, core programs will need to carefully focus on those constraints that are most critical to stated outcomes and results.

11. A key strategic outcome over the life of the strategy is to develop sustainable systems that encourage economic growth. Building Ugandan capacity to the point where sufficient momentum and sustainability will be a key factor in selecting and approaching implementation. Core programs will need to carefully examine how effective capacity can be developed in relation to exit strategies over the life of the programs.

12. It is anticipated that a relatively high level of effort in technical assistance and training will be required in the initial years to catalyze momentum of priority elements/interventions, particularly those interventions that have not been tested in Uganda. In addition, innovative approaches for achieving greater outreach in rural areas will be required.

13. As core programs are implemented, it is extremely important to examine the cost/benefit of impact in relation to USAID investment. This is important to USAID and GOU in terms of demonstrating what kinds of investments are effective and are creating desired outcomes. In this regard, the core programs should incorporate techniques for calculating cost-benefit ratios that demonstrate impact of USAID investments.

14. Building Ugandan capacity, whether it is within institutions or with entrepreneurs, is critical for achieving broad sector-wide impact and sustainable economic opportunities. Capacity building without a discernible impact at the IR and SO level is unacceptable. Core programs will have a common objective of creating sector-wide outcomes at the Strategic Objective level. For example, all core programs are expected to contribute to increased income, large numbers of business enterprises capable of paying for services; farmers and producer groups able to make a sustainable profit; higher levels of private investment, export volumes and incomes.

B. Transition from the Previous Strategy to the New SO7 Strategy:

In developing the new SO7 strategy, emphasis was given to examining successful experience as noted above. For the new strategy, the Mission expects the core programs to build upon this experience. In doing so, the core programs are expected to address how broader impact and scaling-up can be achieved. For example, a higher order magnitude of results is desired, such as greater outreach in rural areas, significant foreign exchange earnings from exports, increased private investment, and broad productivity increases in agriculture. In this context, the Mission believes that larger program management units can more effectively address the key problem areas that we have identified in the ISP: a) Export expansion and diversification, b) Enhanced agricultural productivity, and c) Productive use and conservation of natural resource assets. Recognizing that each of these problem areas will require strong capability to address a number of interrelated elements in a concerted and systematic manner, the Mission believes that larger program management units will provide a means to achieve more comprehensive treatment of the programs. In addition, it is no longer feasible for the Mission to manage a multitude of direct funding relationships with different contractors and NGOs because of the management burden it poses on the Mission. In this regard, the Mission has made a concerted effort over the last several years to reduce the number of management units. However, the Mission also recognizes that many diverse partners, both new and those who have played important roles in Uganda are important in the development process. In transitioning to the new SO7 strategy, the design of core programs will call for larger but fewer program management units. To address the need for working with multiple partners, the RFPs will encourage consortium type arrangements, involving international and local partners for each of the core programs as may be applicable. While each core program RFP may include a number of partners working together, each core program will have only one direct contractual relationship with USAID.

In sum, each of the core programs will need to demonstrate strong linkage to ongoing transition activities initially and until the transition activities are closed out. Once the transition activities are closed out, the three core programs will be the primary instruments for the SO7 strategy, along with the Title II program.

C. Program and Institutional Relationships with Partners and Other Donors

Over the last two years, considerable attention by donors has been given to how donors support the GOU in the development process. In this regard, many donors have begun to move towards budget support that support sector-wide programs as identified by GOU policy frameworks such as the PEAP, PMA, NAADS, and MTCS. However, donors and the GOU recognize that not all donors, particularly USAID, can operate in this manner. Nevertheless, all programs that operate outside of the GOU budget process must be fully compatible with the GOU policy framework. In this regard, official donor groups and the GOU will screen all projects for their compatibility with stated government priorities. Given that all SO7 programs operate through direct contractual and/or grantee relationships with implementing partners, it will be extremely important for the new core programs to demonstrate compatibility with GOU priorities and linkages that support key GOU initiatives, e.g. decentralization, the PMA and NAADS, etc.

USAID programs have developed a strong tradition for working closely together to achieve complementary and integrated results. Many examples exist with ongoing linkages between Title II programs and IDEA, SPEED and DAIRY, COMPETE and IDEA, ICRAF/AFRENA and AFRICARE, etc. The new core programs will be expected to maintain this tradition and build strong working relationships with other partners. More specifically, the core programs will require close coordination with transition activities and between each other because of the integrated nature of the technical and policy issues being addressed.

[End of Solicitation]